fusion but purport to follow the general rule. *Anderson* v. *Prindle*, 23 Wend. (N. Y.) 616; *Ludington* v. *Garlock*, 9 N. Y. Supp. 24, 29 N. Y. St. 600. In several states the necessary notice to terminate a tenancy from month to month is fixed by statute. MO., REV. STAT., 1909, § 7883; NEW JERSEY, ACTS OF 1903, c. 13, § 3. Since a week or month respectively is in most cases a reasonable notice, and since certainty is always desirable, the rule of the American cases seems sound.

LANDLORD AND TENANT — SUBLETTING FOR ILLEGAL PURPOSES — RIGHT TO RECOVER RENT. — A lessor leased premises knowing that the lessee intended to sublet them for the purpose of running a bawdy house, but there was no evidence that the lessor intended the premises to be so used. *Held*, that the lessor may recover rent. *Ashford* v. *Mace*, 146 S. W. 474 (Ark.).

Illegal use of premises may render a lease void on the ground of public policy, where a lessor has linked himself with the illegal purposes of the lessee. *Ralston* v. *Boady*, 20 Ga. 449; *Berni* v. *Boyer*, 90 Minn. 469, 97 N. W. 121. Thus a lessor knowing of and intending the illegal use cannot recover rent. *Ralston* v. *Boady*, *supra*. But a lessor ignorant of the illegal use can clearly recover. *Commagere* v. *Brown*, 27 La. Ann. 314; *Zink* v. *Grant*, 25 Oh. St. 352. Where the lessor has knowledge of but does not intend the illegality, some courts deny him recovery. *Burton* v. *Dupree*, 19 Tex. Civ. App. 275, 46 S. W. 272. *Cf. Smith* v. *White*, L. R. 1 Eq. 626. But the contrary view, expressed in the principal case, is often taken. *Miller* v. *Maguire*, 18 R. I. 770, 30 Atl. 966; *Updike* v. *Campbell*, 4 E. D. Smith (N. Y.) 570. Consistently with this view, most courts hold that a vendor knowing of but not intending the illegal use of goods sold can recover the purchase price. *Hill* v. *Spear*, 50 N. H. 253; *Graves* v. *Johnson*, 179 Mass. 53, 60 N. E. 383. But see *Tracy* v. *Talmage*, 14 N. Y. 162, 215. The true basis for these decisions seems to be that a lessor or vendor who encourages and inspires the illegal act becomes a party to it; but mere knowledge of probable illegal acts by another does not in any way influence their commission. It is reasonable, therefore, that it should not prevent a recovery for the use of the property.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — WORDS CHARGING FAILURE TO PAY DEBT. — The selling agent of the defendant company wrote to the general officers of a corporation alleging that the plaintiff, who was the local manager of the corporation, was indebted to the defendant for the price of a sewing machine purchased by the manager's wife, and that despite his repeated promises he had failed to pay the debt. The allegation was false. The plaintiff brought suit for libel. *Held*, that a demurrer should be sustained on the ground that the words were not libelous. *Stannard* v. *Wilcox & Gibbs Sewing Machine Co.*, 84 Atl. 335 (Md.).

This decision is placed on the ground that the words used do not touch or concern the plaintiff in his business. But written words never depend for their actionable quality upon the fact that they refer to the plaintiff in his business capacity. *Sanderson* v. *Coldwell*, 45 N. Y. 398. See *McDermott* v. *Union Credit Co.*, 76 Minn. 84, 78 N. W. 967, 79 N. W. 673. The explanation of this distinction between oral and written defamation is more historical than theoretical. See *Thorley* v. *Lord Kerry*, 4 Taunt. 355, 364. But see *Dauncey* v. *Holloway*, [1901] 2 K. B. 441, 448. Written defamation has always been cognizable only in the common-law courts; but in the early law oral defamation was within the purview of the ecclesiastical courts. See STATUTE OF CIRCUMSPECTE AGATIS, 13 EDW. I. Nor originally was there any doctrine making oral words less actionable than written. See STARKIE, LAW OF SLANDER AND LIBEL, 6. Jealous of the ecclesiastical court's authority, the common-law judges extended their jurisdiction from time to time by devising exceptional classifications of